

16-32 KINDRED NURSING CENTERS V. CLARK

DECISION BELOW: 478 S.W.3d 306

LOWER COURT CASE NUMBER: 2013-SC-000430-I, 2013-SC-000431-I

QUESTION PRESENTED:

The Federal Arbitration Act (FAA) provides that arbitration agreements "shall be valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of *any* contract." 9 U.S.C. § 2 (emphasis added). That provision requires states to "place [] arbitration contracts 'on equal foot-ing with all other contracts.'" *DIRECTV, Inc. v. Imburgia*, 136 S. Ct. 463, 468 (2015) (quoting *Buckeye Check Cashing, Inc. v. Cardegna*, 546 U.S. 440, 443 (2006)).

The Supreme Court of Kentucky here refused to enforce the parties' arbitration agreements because it held that the attorneys-in-fact who signed those agreements lacked authority to enter into arbitration agreements-despite broad powers of attorney, including the power to make "contracts"-because those agreements waive a "divine God-given right" to a jury trial. App., *infra*, 43a. The court concluded that only an express mention of arbitration agreements in the power of attorney permits an attorney- in-fact to bind her principal to an arbitration agreement (*Ibid.*), even though Kentucky law does not require such an express mention of any other type of contract.

The question presented is:

Whether the FAA preempts a state-law contract rule that singles out arbitration by requiring a power of attorney to expressly refer to arbitration agreements before the attorney-in-fact can bind her principal to an arbitration agreement.

CERT. GRANTED 10/28/2016